

GENERAL TERMS AND CONDITIONS OF USE FOR THE ONLINE SERVICES OF THE CITYMEO MANAGEMENT PLATFORM

1 - DEFINITIONS

Each term hereafter with a capital letter has the meaning given to it in the definition that can be found in this present article.

«Terms of Service»: designates this present document.

«Special conditions»: designates the modalities and terms of service specific to certain Services treated individually.

«Services»: designates the entirety of the services provided by CityMeo SAS to the Users, accessible through the platform www.citymeo.fr or one of its subdomains like www.client.citymeo.fr, www.dashboard.citymeo.fr amongst others, managed by CITYMEO or one of its affiliate websites and managed by CityMeo like dsaas.io.

«User»: designates all persons physical or legal, private or professional using one, or more of Citymeo's Services.

2 - OBJECT

The present document constitutes the Terms of Service agreement for the provided Services. The object of this document is to define the modalities and conditions of use of the Services by the user. It is specified that the use of the Services, is conditioned on the respect of the given Terms of Service as provided in the following article. They thus constitute a contract between CityMeo and the User.

3 - ACCEPTANCE AND ALTERATION

CityMeo provides its Services subject to your acceptance and respect of the present Terms of Service. Whatever the case may be, you are presumed to have read and accepted them simply by using our Services. Any usage of the Services means acceptance of the Terms of Service in their latest version.

The User that does not wish to accept a part of the integrity of the Terms of Service renounces to the usage of any of the Services.

The Terms of Service can be modified at any moment by CityMeo. If that is the case, the modified Terms of Service become effective once uploaded online. We advise the User to regularly verify the version of the Terms of Service that can be found online. The User is presumed to have accepted this latest version each time the User connects to our Services.

In case of contradiction between the Terms of Service and the Special Conditions, the latter prevail.

4 - SUBSCRIPTION TO THE SERVICES

Access to the services offered by CityMeo is limited to companies and individuals that have a contract with CityMeo. Each new access request is submitted to express validation by CityMeo. The User agrees to provide exact, complete and up-to-date information. If the provided information is inexact, incomplete or obsolete, CityMeo will take any measures that it will deem necessary to suspend your access to the concerned service, definitively or temporarily.

5 - PERSONAL DATA

CityMeo commits itself to the fact that all personal data concerning the users that is collected through certain Services, will only be used for the ends of these Services. In compliance with the provisions of the "loi Informatique et Libertés" of the 6th of January 1978, CityMeo commits itself to use the personal data of the User only for the ends specified here before. The User has a right of access to, correction and deletion of the data that concerns him/her, that can be exercised by sending an email to: contact@citymeo.fr.

CityMeo guarantees that personal data will not be handed over to third parties. This guarantee doesn't apply to actions with statistical goals, if the treatment only uses the data in an anonymous and global fashion. CityMeo commits itself to put in place the necessary technical and organisational measures to protect the personal data against accidental or illicit destruction, loss, alteration, publishing or non-authorized access.

CityMeo commits itself to only preserve the personal data for a duration not exceeding the time necessary for the realisation of the ends for which they are collected or treated. CityMeo may be obliged to transmit data that concerns you in accordance with any law or regulation that is in effect, or to respond to any judiciary or administrative demand.

6 - COOKIES

CityMeo preserves itself the right to use cookies in order to better manage its Services, to facilitate your navigation on said Services and to establish statistics. If you wish, you can refuse the cookies by modifying the settings of your browser, in most cases in the rubric «settings» of the browser.

7 - PASSWORD

To access our Services you must use a login and a password. Your password is personal and confidential. You commit yourself to not disclose it to a third party in any form or way whatsoever and to immediately inform CityMeo of any non-authorized third party use and of each security breach that might result from it. You alone are responsible for the confidential conservation of your password and for all usages that could result from it.

8 - COÛT D'ACCÈS AUX SERVICES

The Services are accessible for free through the internet. The costs of the connection to the Services are to be borne by the user who is responsible for his digital equipment as well as his internet access.

9 - USAGE OF THE SERVICES

You commit yourself to use the Services in accordance with the national and international regulations and specifically not to use it to broadcast, download, send or transmit any content:

- With a violent nature or susceptible to impair the respect and dignity of human nature, the equality between men and women, the protection

of children and teenagers, specifically by the creation, transport and broadcast of messages with a violent or pornographic character or that could adversely affect human dignity;

- That encourages the commission of crimes and felonies;
- That encourages the consumption of illicit substances;
- That incites or could incite discrimination, hate, violence because of race, ethnicity, religion or nationality;
- That is illegal, harmful, menacing, abusive, molesting, defamatory, insulting, vulgar, obscene, threatening to the private life of others or of a nature that could hurt the sensibility of certain people;
- That could induce other Users into error by usurping the name or the social denomination of other persons;
- That adversely affects the rights of third parties, for example, without this list being exhaustive, the secrets of fabrication, professional secrets, confidential information, brand, patent and in a general fashion any industrial or intellectual property right or any other right bearing on protect information or content;
- Comprising, without this list being exhaustive, digital viruses or any other code or program conceived to disrupt, destroy or limit the functionality of any software, computer or telecommunication tool.

You commit yourself to:

- To regularly the terms of Service and to respect them;
- Not to collect and store personal data that belongs to other Users;
- Not to molest, in any way whatsoever, one or multiple other Users;
- Not to hinder or disturb the functioning of the Services.

CityMeo distances itself from any responsibility vis-à-vis the content broadcasted through the services it provides.

10 - ACCESS RESTRICTION

In case of breaches, on your part of the Terms of Service, the access to the Services will be automatically blocked, without delay, or prior notice.

CityMeo will inform the User by email or at their next connection to their account.

11 - HYPERLINKS

The Services can contain links to partner sites of CityMeo or to third parties. CityMeo has no control over these sites and, therefore, does not assume any responsibility over the availability of these sites, their content, publicity, products or available services on or from these sites.

12 - INTELLECTUAL PROPERTY RIGHTS

The contents, notably the texts, software, audio documents, photographs and pictures that appear or are available on the Services are protected by the right of intellectual property and are the exclusive

property of CityMeo and/or, if applicable, of its partners (hereafter, the « Creations »). As such, you commit yourself not to, with this list being non exhaustive, use, reproduce, represent, broadcast, adapt or borrow contents of the Services protected by the rights of intellectual property, without prior specific authorisation of CityMeo and/or its partners.

12.1 - HALLMARKS

Designated together are the brands, social denominations, signs, commercial names, domain names or URL's, logos, photographs, images and/or other hallmarks used on the Site or to designate the Services. Without prior express, written authorisation, CITYMEO concedes no right or licence to the User or to third parties for the usage of the hallmarks that are the exclusive property of CITYMEO or of the third parties that conceded the right of usage.

Any contrary usage of the site or Services constitutes forgery susceptible of leading to civil or penal lawsuits.

12.2 - REMINDER OF THE PROVISIONS OF THE "CODE DE LA PROPRIÉTÉ INTELLECTUELLE" (CPI)

• Art. L.335-2 CPI: « Any redaction of text, musical composition, drawing, painting or any other production, printed or engraved, whole or in part, in defiance of the laws and regulations relative to the property of the author is a forgery and any forgery is an offence.

The forgery in France of works published in France or abroad is punished by three years of imprisonment and a 300 000 euros fine.

• The same punishments will be applicable to the debit, export, import, transshipment or detention of counterfeit works for specific purposes.» Art. L.335-3 CPI: «Is ... an act of forgery any reproduction, representation or publishing, in any way whatsoever, of a work of the mind in violation of the rights of the author... Is... an act of forgery the violation of one of the rights of the author of the software ...»

Art. L.343-4 CPI: «It is punishable by three years of imprisonment and 300 000 euros in fines the fact of adversely affecting the rights of the producer of a database as defined by the article L. 342-1.»

13 - GUARANTEE

You commit yourself to guaranteeing CityMeo against any action that might be engaged against it, or any complaint filed against it, by a third party, because of the usage of yourself, or under the control of your login and password, of the Services in conditions that are not conform to the Terms of Service. This guarantee covers any sum that CityMeo might have to pay for whatever reason, including the legal fees and court costs. The usage of the Services comes with no guarantee whatsoever. CityMeo gives no express of implicit guarantees when it comes to the usage of the Services by the User and most notably on the availability, the timely, actual, reliable and useful character of the Services and their contents.

14 - LIMITATION OF LIABILITY

You are responsible for the usage of your login and password. Any connections

to the Services and data transmissions performed using your login and password will be presumed to have been carried out by yourself. These provisions remain applicable even if you decide to save your login and password on your micro-computer, thus allowing an automatic connection to the Services. The User declares to have accepted the characteristics and limits of the Internet and in particular recognizes that he has knowledge of the nature of the internet network and its technical performances. The responsibility of CityMeo cannot be engaged in any case whatsoever, and with this list being non-restrictive, in case of alteration, suspension or interruption of the Services.

CityMeo implements all reasonable means at its disposal to ensure quality access to the Service, but is held to no obligation of success.

CityMeo can in no case be held responsible for the reliability of the data transmission, access times, eventual access restrictions on the Internet or the networks connected to it. The responsibility of CityMeo in case of interruption of the access networks to the Services, total or partial unavailability of the Services resulting specifically from the telecommunications operator, in case of a transmission error or problems related to the security of transmissions in case of failure of the reception equipment or of your telephone line, CityMeo may need to interrupt its Services for maintenance reasons. This interruption will be announced by a warning on the homepage or by any other means. This interruption can in no case engage the responsibility of CityMeo and gives no right to any indemnities. The responsibility of CityMeo may in no case be engaged for the indirect damages, commercial, moral or financial prejudice (including any financial benefit loss) having as cause, origin or basis, the usage of the Service and their contents.

You alone are responsible for any contents (most notably texts, images or sounds) that you will communicate to any third party by the intermediary of any of the Services, whether it be transmitted in private or public. Consequently, CityMeo may not be held responsible for the content communicated by the Users through the intermediary of the Services.

15 - FORCE MAJEURE

The responsibility of CityMeo or of the User may not be engaged in case of force majeure or of facts independent of its will.

16 - PERMANENCE OF CLAUSES

The fact that one of the parties has not demanded the application of any of the clauses in the present Terms of Service can in no case be considered as a renunciation to the rights offered by said clause.

17 - PARTIAL NON VALIDITY

If one or multiple stipulations of the Terms of Service are considered or declared non valid through the application of a law, regulation or following a definitive decision by a jurisdiction, all other stipulations of the Terms of Service will keep their legal force and reach.

18 - APPLICABLE LEGISLATION - ASSIGNMENT OF JURISDICTION

The Terms of Service and your relation with CityMeo thanks to these Terms are regulated by French legislation and law.

In case of litigation resulting from the application of the Terms of Service, having been unable to reach an amicable accord, the assigned jurisdiction will be the commercial tribunal of Toulouse.

19 - LEGAL NOTICE

CityMeo, SAS with a capital of 15300 €

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